SERIOUSLY MENTALLY ILL ADULTS (SMI-A)
SFY 2011 (July 1, 2010 – June 30, 2011)
SPECIAL CONDITIONS

I. POPULATION TO BE SERVED

A. In accordance with the Contract, Contractor is required, within the limits of the Contractor's resources, to serve individuals who meet the financial and clinical eligibility criteria of a Seriously Mentally Ill (SMI) adult eligible for services under the Hoosier Assurance Plan.

B. Contractor shall:
1. Assure the availability of, and provide the necessary full continuum of care as defined at IC 12-7-2-40.6 to SMI adults who are eligible for the DMHA services under this contract.
2. Provide services to special populations listed in this attachment within the limits of the Contractor's resources, as set out in 440 IAC 8-2-1.

II. ADMINISTRATIVE & FUNDING TERMS, REQUIREMENTS AND LIMITATIONS

A. Except as provided hereinafter, the funding sources which may support the services in this attachment are the following:
1. Seriously Mentally Ill Adults Fund
2. Block Grants for Community Mental Health Services
3. Social Services Block Grant
4. Community Mental Health Services Fund
5. Research and Quality Assurance Fund

B. In accordance with Title V of the Public Health Services Act, Section 1916 the Contractor shall not use funds from the Block Grants for Community Mental Health Services for the following purposes:
1. To provide inpatient services;
2. To make cash payments to intended recipients of health services;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or
5. To provide financial assistance to any entity other than a public or nonprofit entity.

C. The Contractor shall not use funds from the Block Grants for Community Mental Health Services to purchase major medical equipment or to purchase any other equipment valued over one thousand dollars ($1,000.00).

D. Contractor shall use funds from the Social Services Block Grant to support programs and or services allowed under the Social Services Block Grant Act (42 USC 1397). All services supported by funds from the Social Services Block Grant shall be nonsectarian in nature.

Contractor shall be paid for the provision of authorized services to consumers under the Hoosier Assurance Plan eligible for the DMHA services under this Attachment using procedures established by the State, including the procedures listed below. Contractor shall not submit any voucher for, nor shall the State pay for, any service if the voucher for payment is not submitted or processed in accordance with the State's procedures.

For each consumer eligible for the DMHA services, the Contractor shall do the following:

(a) Make the maximum use of available, non-state funds.
(b) Use alternative funding for services that contain intrinsic elements of other state and/or local programs.
(c) Pursue all available third-party sources of revenue including consumer co-payments, where appropriate, for providing services in the full continuum of care needed for all eligible consumers.

E. The Contractor shall maintain the following information regarding each seriously mentally ill adult who is served under the Hoosier Assurance Plan and shall submit such information to DMHA as set out in the following:

1. The Contractor shall submit data to the Data Assessment Registry Mental Health and Addiction (DARMHA) system in accordance with the documents on the DARMHA website (https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx) and any updates thereto. Specifically the following documents contain instructional and user information related to submission of data:
   - DARMHA User Manual
   - Policy Manual
   - DARMHA Navigation Manual
   - Data Field Definitions
   - Import/Export Process
   - Web Services Specifications

2. Service units (encounter units) identified in the DARMHA shall be forwarded to the State in accordance with the policy contained in the DARMHA Policy Manual and may be submitted manually, via import process, or via Web Services.

3. The value of the service units (encounter units) identified in the DARMHA shall be forwarded to the State in accordance with the policy contained in the DARMHA Policy Manual.

4. This information and any requested supporting records shall be forwarded to the DMHA in the manner so prescribed. The supporting records shall be maintained on site in a manner that is readily accessible to auditors.

5. Data necessary for the calculation of performance standards as outlined in the most current FSSA DMHA Performance Measure Definitions which are found on the DARMHA website (https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx).

F. The contractor shall participate in, and meet the requirements of, the DMHA quality assurance program. The Contractor shall participate in any quality improvement initiatives as requested by the DMHA.

G. The contractor shall participate in meetings and/or trainings provided or authorized by the DMHA.

H. The Contractor shall utilize the DMHA-approved standardized assessment tools (CANS or ANSA) for each consumer receiving services under the Hoosier Assurance Plan.

III. SPECIAL REQUIREMENTS FOR MANAGED CARE PROVIDERS WHICH ARE COMMUNITY MENTAL HEALTH CENTERS (CMHC)

A. If a managed care provider (MCP) is a community mental health center (CMHC) certified by the DMHA under IC 12-21-2-3, Contractor shall:

1. Comply with the requirements of all applicable statutes and rules in effect during the term of this Contract, including 42 USC 300X, Title 12 of the Indiana Code, and 440 IAC 4.1.

2. Provide services required pursuant to the following:
   a. 440 IAC 4-3-1, mandatory services;
   b. 440 IAC 4-3-9, services for seriously emotionally handicapped children and adolescents;
   c. 440 IAC 4-3-10, services for alcohol and other drug abusers; and
   d. 440 IAC 4-3-11, services for older adults.

B. As a condition of the receipt of funds, Contractor shall provide the following services:

1. Services to individuals residing in the Contractor's primary geographic service area.

2. Out-patient services, including specialized outpatient services for children, the elderly, individuals with serious mental illness, and residents of the Contractor's primary geographic service area who have been discharged from inpatient treatment at a state operated facility.

3. Twenty-four (24)-hour per day emergency care services.

4. Day treatment, other partial hospitalization services, or psychosocial rehabilitation services.

5. Screening services for individuals being considered for admission to a state operated facility to determine the appropriateness of such admission.

The services in B.1. – B.5. above shall be provided within the limits of the Contractor's resources to any individual residing or employed in the Contractor's primary geographic service area regardless of the individual's ability to pay for such service.

C. As a CMHC, the Contractor shall, within the limits of its resources, handle all emergency detentions and immediate detentions if the Contractor determines that services are clinically necessary or if a court of competent jurisdiction refers the matter to the Contractor.

D. Services under this Contract shall meet the following requirements:

1 Services shall be available and accessible in as prompt a manner as reasonable and appropriate.

2 Services shall be provided in a manner that preserves human dignity, assures the continuity of care, and assures high quality care.

E. The Contractor may provide services to individuals residing outside the Contractor's primary geographic service area.

F. A CMHC must directly provide the following services in the continuum of care for seriously mentally ill adults:

1. Case management

2. Crisis intervention

3. Day treatment or partial hospitalization

4. Screening for consumers being considered for admission to state operated facilities

5. Individualized treatment planning

6. Family support services

7. Medication evaluation and monitoring

8. Services to prevent unnecessary and inappropriate treatment and hospitalization

9. Consultation/education services to the communities within the Contractor's primary geographic service area

10. Outpatient services, including specialized outpatient services for the following:

(a) Children and the elderly.
(b) Individuals with a serious mental illness who are residents of the Contractor's primary geographic service area and who have been discharged from inpatient treatment.

IV. GATEKEEPING FOR COMMITTED INDIVIDUALS

A. General Requirements.

1. Pursuant to IC 12-26-6-8(c)(1) and IC 12-26-7-3(b)(1), a CMHC shall conduct a face-to-face evaluation of the individuals who are proposed to be committed to a state institution administered by the DMHA and report the findings of the evaluation to the court in which the matter is pending.

2. Pursuant to IC 12-24-12-9 and IC 12-24-12-10(a)(1), a CMHC shall administer within the limits of its resources, a continuum of care as required by IC 12-24-19-4 for each individual who meets the following requirements:

(a) Has been involuntarily committed under IC 12-26;

(b) Is not developmentally disabled; and

(c) Has been discharged from a state operated facility, is in a state operated facility, or is placed on outpatient status by a state operated facility under IC 12-26.

B. State Operated Facility Bed Allocation for the SMI Population

1. IC 12-21-2-3(a)(12) allows the director of the DMHA to establish, maintain and reallocate long term care settings and state operated long term care inpatient beds to provide services for patients with long term psychiatric disorders.

2. The total number of approved state operated facility beds allocated by the State for the inpatient care of Seriously Mentally Ill (SMI) Adults for the period from 7/01/10 through 12/31/10, as well as the corresponding number of Bed Days allocated by the State for this purpose, are identified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated May 2009, which is hereby incorporated by reference and made a part of this attachment.

3. The total number of approved state operated facility beds allocated by the State for the inpatient care of Seriously Mentally Ill (SMI) Adults for the period from 1/01/11

through 6/30/11, as well as the corresponding number of Bed Days allocated by the State for this purpose, are identified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated May 2010, which is hereby incorporated by reference and made a part of this attachment.

4. The Contractor acknowledges the following:

(a) The total number of state operated facility (SOF) beds allocated by the State to the Contractor for the inpatient care of Seriously Mentally Ill Adults registered in the Hoosier Assurance Plan (HAP) is as specified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated May 2009, for the period from 7/01/10 through 12/31/10.

(b) The total number of beds and corresponding bed days allocated by the State to the Contractor for the aforementioned purpose is specified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated May, 2010, for the period from 1/01/11 through 6/30/11.

5. The Contractor shall not use more than the allocated number of beds nor allow more of its consumers to receive SOF inpatient services during any given month, unless the Contractor has received authorization from the DMHA that the Contractor is permitted to enter into an agreement and intends to utilize the unused SOF beds of another Community Mental Health Center (CMHC).

6. In order to borrow a bed as outlined in item B.5. the Contractor must obtain prior approval from the DMHA through submission of a "Borrowed Bed Request and Authorization Form."

7. The Borrowed Bed Request and Authorization Form must be consumer specific and contain the following (which includes, but is not limited to):

(a) Consumer name.
(b) State Operated Facility that will be providing treatment.
(c) The anticipated period of time for which the bed will be needed which includes a start date and expiration date not to exceed 90 days.
(d) An authorized signature from the Community Mental Health Center lending the bed to the Contractor, including acknowledgement that the borrowed bed will count against the bed allocation of that lending Community Mental Health Center.
(e) An authorized signature from the Contractor borrowing the bed.

8. The Contractor further acknowledges that the provision to Contractor by the DMHA of the use of borrowed beds as described above is valuable consideration provided to Contractor by the DMHA under this attachment.

At no time shall a contractor exceed a limit of five 5 borrowed beds. If the Contractor determines an extension of an individual agreement is needed, the Contractor must submit a new Borrowed Bed Request and Authorization Form requesting reauthorization for the individual to the DMHA for prior approval. The request must be received by DMHA a minimum of 14 business days prior to the expiration of the agreement and must be accompanied by a justification statement for the request and a plan outlining measures that will be implemented by the Contractor to transition the individual to an allocated bed of the Contractor.

9. The Contractor borrowing the bed shall notify the DMHA, in writing, when an agreement has been (a) terminated, (b) the individual has been discharged, or (c) the

individual has been transitioned to an allocated bed of the Contractor before the 90 day agreement expiration.

10. The DMHA will communicate in writing to the Contractor the number of bed days used by the Contractor each calendar month. Beds borrowed but not used will not be used in the calculation of bed days.

11. Beginning on January 1, 2011, and every month thereafter, the Contractor shall pay the DMHA for each bed day by which the Contractor exceeds its allocated number of bed days.

12. For every bed day by which the Contractor exceeds its allocation over the three month period beginning on January 1, 2011 the Contractor shall pay the DMHA the amount of One hundred and sixty-seven dollars ($167.00), payable upon written notification by the DMHA. IC12-21-2-8(e)(2).

C. Pre-Admission Screening Of Mentally Ill Applicants To Residential Care Facilities

1. Upon receiving a referral from residential care facilities licensed by the Indiana State Department of Health, the CMHC shall comply with the provisions of 410 IAC 16.2-5-11.1, which requires the following:

(a) Pre-admission screening of persons with mental illness who apply for admission to residential care facilities licensed by the Indiana State Department of Health, pursuant to 410 IAC 16.2-5-11.1 (b), (c), (d), and (e); and

(b) The provision of assistance to residential care facilities in the development of an individual's comprehensive care plan within thirty (30) days following the individual's admission to the facility, pursuant to 410 IAC 16.2-5-11.1(g).

2. The CMHC shall:

(a) Complete the pre-admission screening within a period not to exceed an annual average of four (4) working days from the date of the referral from the residential care facility.

(b) Provide in writing to the residential care facility, within the same four (4) day time period described in (a) above, the results of the pre-admission screening assessment, including a determination of whether the individual is appropriate for admission to the facility, and recommendations for needed services.

(c) Submit in writing to the designated staff member at the FSSA Division of Aging the following:

(i) The name and contact information of the staff member(s) trained and designated as the contact person for this function; and

(ii) Assurance that the staff members assigned to perform the function are qualified and have received appropriate training.

(d) Participate in meetings and training provided or authorized by the DMHA.

D. OBRA/PASRR

The CMHC shall comply with OBRA/PASRR/MI policy and procedure requirements issued by the Indiana Family and Social Services Administration, as follows:

1. The CMHC shall complete diagnostic evaluations authorized by the State PASRR program within the following guidelines:

(a) Omnibus Budget Reconciliation Act of 1987 (OBRA/PASRR/MI) Pre-Admission Screening (PAS) Level II evaluations must be completed and returned to the PAS agency office as soon as possible, but no later than an annual average of four (4) working days from the date of the authorization/referral.

(b) OBRA/PASRR/MI Resident Review evaluations resulting from referrals due to a significant change in the resident's condition must be completed within the same time frame as PAS evaluations in subsection (a.) above.

(c) Under quality assurance reviews as established by the PASRR unit, the CMHC will maintain a ninety-five percent (95%) accuracy/quality rating.

(d) The CMHC shall:

(i) Submit to a designated staff member of the FSSA Division of Aging the names of all staff members trained and designated to perform PASRR assessments.

(ii) Assure that these individuals receive appropriate PASRR training.

(iii) Participate in meetings and training provided or authorized by the DMHA.

(e) Authorized post-admission OBRA/PASRR/MI Resident Reviews must be completed and returned to the State PASRR unit by the end of the fourth quarter after the previous pre-admission or post-admission resident review, or within timelines established by the State.

(f) Failure by the CMHC to comply with the above requirements may result in the loss of authorization to perform PASRR assessments.

E. Long-Stay Patient Transition (SOF Agreements) The following statement of work is applicable to those providers whose allocation is based in part on SOF agreements ("Long-stay patient transition allocation")

1. GENERAL PROVISIONS

(a) The contractor shall assure the availability of and provide the necessary full continuum of care in the community to those individuals pre-approved by the DMHA who are currently in a State Operated Facility (SOF), and who have been there for two (2) years or longer. This may or may not be twenty-four consecutive months.

(b) Contractor shall not register any client under this attachment, except as authorized above in Section E.1.(a).

2. ADMINISTRATIVE AND FUNDING TERMS, REQUIREMENTS AND LIMITATIONS:

SOF REGISTRATION

(a) The Contractor shall abide by all standards outlined in this agreement, contract, and certification with regard to seriously mentally ill adults who meet the following requirements:

(i) The SMI adult is registered under an SOF agreement.

(ii) The DMHA has approved that adult for an SOF agreement.
(iii) The SMI adult is actively receiving services in the community.

The SFY 2011 DARMHA system data requirement manual contains more information on how to register for SOF Agreement slots.

(b) Contractor is authorized by the DMHA to register approved consumers under this Attachment. Registration must be submitted to the DMHA within ninety (90) days of the beginning of the fiscal year. If registration does not take place within ninety (90) days of the beginning of the fiscal year, the contractor will lose the slot.

(c) The registration of additional clients must be specifically authorized by the DMHA. If the registration of any additional client does not take place within ninety (90) days of the DMHA authorization, the Contractor will lose that slot. If a provider has a DMHA SOF Long-Term Agreement slot that is vacated during the state fiscal year and the provider is unable to place an approved replacement individual within ninety (90) days, the provider agrees to pay $18,220 or a prorated amount within thirty (30) days of the DMHA's written request.

(d) If a prorated payback from the Contractor is required, the DARMHA service value (from the encounter records) for the individual slot will be totaled. The total service value for the slot will be subtracted from the slot rate of $18,220. The funds remaining will be the prorated amount the Contractor shall pay.

(e) For each consumer the Contractor registers, the Contractor shall do the following:
(i) Make the maximum use of available, non-state funds.
(ii) Use alternative funding for services that contain intrinsic elements of other state and/or local programs.
(iii) Pursue all available third-party sources of revenue including consumer co-payments, where appropriate, for providing services in the full continuum of care needed for all eligible consumers.

(f) The Contractor shall maintain the information regarding each individual Contractor registers pursuant to section 2.(a) of this Attachment.

(g) Eligibility is limited to pre-approved individuals who are currently in a State Operated Facility (SOF), and who have been in a SOF for two (2) years or longer. This two (2) year period may or may not have been for consecutive months. **Individuals who are on an SOF Admission Waitlist or are anticipated to return to an SOF at the time of the eligibility request will not be approved for placement in an SOF Agreement slot.**

(h) If a registered individual in an SOF slot relocates, dies, or for any other reason stops receiving services in the individual's approved care plan prepared by the CMHC, the individual must be replaced by another eligible, DMHA-approved individual in the community. If that replacement is not completed within ninety (90) days, the Contractor shall lose that slot. The Contractor shall pay $18,220, or a prorated amount calculated by the formula outlined in 2.(d) within thirty (30) days of the DMHA's written request.

(i) If a registered individual in a SOF slot thereafter enters a nursing facility, the DMHA will accept an application for special consideration. The application for consideration must be received at the time a long term stay is determined or no later than ninety (90) days after admission to the nursing facility. The application for consideration must include written documentation of consumer need, ability to benefit from the services, and the care plan outlining the type (intensity, duration

and frequency) of service that will be delivered by the provider to the individual in the nursing facility. The provider must demonstrate the level of service value provided to be consistent with the level of funding awarded. If an individual so registered enters a nursing facility and a loss of eligibility consideration is denied, the contractor will lose the slot. The provider shall pay $18,220, or a prorated amount calculated by the formula outlined in 2.(d), within 30 days of the DMHA's written notice of denial of eligibility consideration.

(j) If for any reason an individual does not receive services in a quarter, the registration terminates. If the individual is not replaced in the community by another eligible DMHA approved individual, the provider shall pay $18,220, or a prorated amount calculated by the formula outlined in 2.(d), within 30 days of the DMHA's written request.

(k) Individual slot replacements outlined in 2.(h) and 2.(i) become eligible when the registered individual leaves the State Operated Facility.

(l) SOF Long-Term Agreements will be reviewed annually for low service value using DARMHA data. Slots with less than $6000 service value per year will be eliminated. Replacements will not be allowed for consumers that received $6000 of services or less per year. Providers with low service value slots will be contacted individually.

(m) Provider agrees to cooperate with the Long Stay Patient Transition Study.

F. Assertive Community Treatment (ACT)

The following statement of work is applicable to those providers whose allocation is based in part on ACT agreements (Assertive Community Treatment allocation).

1. General Provisions

(a) Population to Be Served. Assertive Community Treatment (ACT) means a multi-disciplinary team that has the responsibility for the direct provision of community-based psychiatric treatment, assertive outreach, rehabilitation, and support services for adults with serious mental illness who also have co-occurring problems or multiple hospitalizations and meet the criteria outlined in 440 IAC 5.2-1-4.

(b) The Contractor must obtain and maintain Assertive Community Treatment Team Certification, as set forth in 440 IAC 5.2.

(c) In accordance with the Contract, the Contractor is authorized to serve any individual who meets the ACT admission criteria outlined in 440 IAC 5.2-2-4 and approved by the DMHA.

(d) ACT teams will participate in the DMHA outcome data collection.

(e) ACT teams will demonstrate adherence to fidelity measures for ACT.

(f) ACT teams shall report quarterly on the progress toward reaching individual team outcome based goals established by the team and shall share those outcome goals with the DMHA.

2. Administrative & Funding Terms, Requirements and Limitations

Contractor requirements for Assertive Community Treatment (ACT) shall be as follows:

(a) The Contractor shall maintain a monthly caseload of at least 37 consumers receiving ACT services for each month during the fiscal year.

(b) If the Contractor does not maintain the minimum ACT caseload, the contractor shall pay the DMHA the amount of $5,330.00 or a prorated amount for each unfilled slot, upon written request from the DMHA.

(c) If the Contractor does not maintain ACT certification during SFY 2011, the Contractor shall pay the DMHA the amount of $16,000 per month for each month remaining in the fiscal year after certification is terminated.

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